

first plurality of non-fold regions; and

a second layer coextensive with the first layer, the second layer having a second plurality of linear fold regions, each of the linear fold regions defining a [plurality] corresponding crease line[s] of the packaging container, the second layer also having a second plurality of non-fold regions,

the first layer first plurality of non-fold regions being bonded to the second layer second plurality of non-fold regions at a first bond strength greater than a bond strength of the first layer first plurality of linear fold regions and the second layer second plurality of [liner] linear fold regions, wherein when the bonded first and second layers are folded at the crease lines, the first and second layers are separable from one another at the linear fold regions.

REMARKS

Applicant respectfully requests reconsideration and allowance of claims 14-17 and 19-30 in view of the above-noted amendments and the following remarks.

Applicant acknowledges with thanks the rejections noted as being withdrawn in paragraphs 1-3 of the Official Action. With respect to the rejections repeated, as to the §112 rejections, Applicant has amended claim 14 in an effort to bring this claim into comport with §112. Applicant has amended this claim to read that each of the linear fold regions overlies and defines a corresponding crease line of the packaging laminate. To this end, Applicant believes that this claim is now fully in comport with §112 and respectfully requests that the Examiner withdraw this basis for rejection.

The Examiner has continued her rejection of claims 14-16, 18-21, 24, 25, 27, 29 and 30 as anticipated by Skjelby, U.S. Patent No. 4,206,867 and Zinn, U.S. Patent No. 2,558,918.

Likewise, the Examiner has continued her rejection of claims 22, 23, 26 and 28 as being unpatentable over Skjelby. The Examiner has now also rejected claim 17 under 35 U.S.C. §103(a) as being unpatentable over Skjelby in view of Nagata, U.S. Patent No. 4,909,432.

Applicant has amended each of the independent claims, namely claims 14, 19 and 27 in an

effort to move the present application on to allowance. The present invention is directed to a packaging laminate, a method for producing a crease lined laminate and a packing container formed from the laminate. In each, the laminate is formed from a first layer and a second layer that is fully coextensive with (i.e., fully covering or covered by) the first layer. The layers are bonded to one another having a first bond strength. The laminate is formed having a plurality of fold regions each overlying and defining a corresponding crease line of the laminate. The fold regions each have a bond strength that is less than the bond strength of the regions outside of the fold regions. When the laminate is folded at the crease lines, the first and second layers are separable from one another because of this difference in bond strength.

The Examiner has questioned the correspondence between the fold regions and the crease lines. Referring to the drawings, Applicant submits that the crease lines are, in fact, relatively distinct lines whereas the fold regions are defined by areas that overlie and extend beyond their respective crease lines. To this end, when the laminate is folded along the crease lines, the first and second layers of the laminate are separable from one another within the fold areas (which extend beyond the crease lines) to prevent the problems identified with known laminates, namely, for example, compression of the material at the crease lines (folds) on the inside of the package. Advantageously, packages formed in accordance with the claimed invention can be produced having defined folds and better formed edge lines and corners in contrast to the known packages.

With respect to the art cited by the Examiner, Applicant submits that while Skjelby does, in fact, disclose portions of panels that are coated with an adhesive to prevent the panels from forming a seal with one another, this is completely different from the present invention. In the present invention, it is not two panels that are prevented from joining one another, but is instead two layers within a composite or laminate material that are selectively treated so as to be separable from one another (having a lesser bond strength than the adjacent regions) so that improved creases and corners can be formed in the packaging. The purpose of the adhesive in Skjelby is so that the *panels* can be separated from other panels and *not* so that the composite or laminate can be separated from itself (i.e., layers are separable from other layers of the laminate). To this end,

Applicant submits that Skjelby simply cannot be seen to make obvious the presently claimed laminate and method.

With respect to the Zinn reference, here it appears that a completely separate and smaller sized inner panel is “pasted” to a full outer container panel, and it is pasted such that the inner panel clearly does not fully extend to the edges of (i.e., is not fully coextensive with) the outer full container panel. Applicant submits that the Zinn reference is in no way applicable to the present laminate which includes first and second layers that are coextensive with one another and are bonded to one another having a first bond strength and a plurality of linear fold regions have a bond strength that is less than the bond strength within the non-folded regions of the laminate.

In the Action, the Examiner states that Applicant’s arguments are not “commensurate in scope with the claimed invention.” Applicant respectfully traverses this statement in view of the amended claims. As amended, the claims are directed to a laminate formed from first and second layers that are coextensive with one another. The laminate is formed with fold regions, at which fold regions the laminate has a bond strength that is less than the bond strength in the non-fold regions. To this end, Applicant submits that the Examiner’s rejection of the claims as provided in paragraph 14 of the Official Action have been addressed. Thus, Applicant respectfully requests that the Examiner withdraw these bases for rejection and allow the present application on to issue.

In addition, Applicant refers the Examiner to Zinn at column 3, line 10, in conjunction with the “flat” or “blank” form of the carton illustrated in Figure 2. Applicant submits that a correct reading of this portion of the text in view of the figure shows that the liner portion requires that score lines be formed in the liner and that these score lines be properly “juxtaposed” with the corresponding creases in the carton.

The present invention, on the other hand, does not require these inner score lines, nor does it require this alignment and “juxtaposition.” Rather, it is with the unique application of different bond strengths within a laminated structure that Applicant achieves a laminate material in which the laminate layers are separable from one another at distinct regions to effect distinct and “clean” creases and corner formations in fully coextensive laminate layers. This is clearly not achieved by

Serial No. 09/214,022
Art Unit 1772

Amendment B

the structure disclosed in Zinn. In addition, while Zinn requires "strong" conventional crease line embossing, the present laminate does not require this strong embossed convention crease line. Rather, it is the non-bounded regions of the present laminate that define the "crease" location upon folding. In addition, while the conventional embossing may be carried out in the present invention, unlike Zinn, it is clearly not necessary to form the package crease lines.

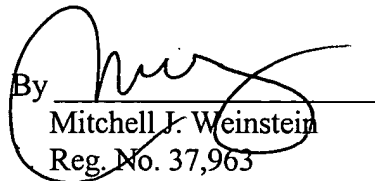
With respect to the Examiner's rejection of claim 17 in paragraph 9 of the Official Action, Applicant submits that claim 17 which depends from claim 14 is allowable over the art of record for the same reasons that claim 14 is allowable over the art or record.

Based upon the above amendments and remarks, Applicant respectfully submits that claims 14-17 and 19-30 are allowable over the art of record and respectfully and earnestly solicits an expeditious allowance of same.

Applicant believes that there is no fee due in connection with the present amendment. If, however, there is a fee due, Applicant requests that this paper constitute any necessary petition and authorizes the Commissioner to charge any underpayment, or credit any overpayment, to Deposit Account No. 23-0920. A duplicate copy of this sheet is enclosed.

Should the Examiner believe that a telephone interview would help expedite prosecution and movement of the present application on to allowance, she is respectfully requested to contact the undersigned.

Respectfully submitted,

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